148 Mass. 168; *Com.* v. *Brown,* 167 Mass. 144; *People* v. *Reformatory,* 148 Ill. 413. On this latter ground laws requiring the judge to pass an indeterminate sentence on every convict and giving power to the prison board to release, not only on parole, but absolutely as well, have been sustained, *People* v. *Warden of Sing Sing Prison,* 78 N. Y. Supl. 907; *People* v. *Adams,* 176 N. Y. 351; *Miller* v. *State,* 149 Ind. 607; *Skelton* v. *State,* 149 Ind. 641. Such a law has been held to apply to prisoners already serving, *Davis* v. *State,* 152 Ind. 34. Contra, and better authority, *Murphy* v. *Commonwealth,* 172 Mass. 264. Sometimes the law required, for a final release, the acquiesence of the governor, or the governor and convicting judge. *George* v. *People,* 167 Ill. 447. Some jurisdictions invalidate all such laws, on the ground that a parole is not to be distinguished from a commutation or a conditional pardon and a release is equivalent to a full pardon, either of which are in the governor's sole prerogative. *Ex parte Wadleigh,* 82 Calif. 518; *State* v. *State Board of Corrections,* 16 Utah, 478; *People* v. *Cummings,* 88 Mich. 249. The federal Supreme Court has refused to take jurisdiction, the relation of departments in the states being matter of state concern only, and not involving "due process of law," *Adams* v. *New York* (see above), 192 U. S. 585. In general, by weight of authority, a law providing for mere parole by the prison board is valid; and also, probably, one providing for absolute release, if it operates only after the pronouncement by the trial judge of a maximum-minimum sentence, especially if, in addition, consent by the governor or trial judge are conditions of the release. Where, as in the case under discussion, however, the workhouse commissioners are given sole and arbitrary power to release, regardless of the sentence originally pronounced, the law would be generally held unconstitutional. In Michigan, where any sort of indeterminate sentences had been declared unconstitutional (*People* v. *Cummings,* above), a constitutional amendment authorizing them was adopted in 1902. The new law (Pub. Acts 1903, p. 168) provides that every sentence, with certain exceptions, shall be indeterminate, and that the governor, on authorization by the pardon board, may release on parole, and, in case of subsequent good behavior, absolutely.

CONSTITUTIONAL LAW—OBLIGATION OF CONTRACT—STOCKHOLDERS' LIABILITY TO CREDITORS.—Statute provided the liability of creditors for double the amount of stock held by them is contractual, which liability is not a corporate asset, but a debt due directly to creditors. *Held,* that a later statute of the legislature making such liability an asset of the corporation, repealing the remedy at law allowing suit by each creditor, and substituting therefor a bill in Equity on behalf of all creditors, is unconstitutional as impairing the obligation of contracts. *Myers* v. *Knickerbocker Trust Co.* (1905), (C. C. A. Third Circuit Md.), 139 Fed. Rep. 111.

This case involves three important questions: 1st. Is liability of stockholders under such a statute contractual? In *Norris* vs. *Wrenchall* (1871), 34 Md. 492, it was decided that the liability of a stockholder under the statute was not in the nature of a penalty, but is a contractual liability arising out of the mutual agreement of the parties. In *Hammond* v. *Straus* (1879), 53 Md. 1. the court went further and stated, that liability continued even

though the first company reorganized into a second company with stockholders' consent. See also *Briggs* v. *Penniman* (1826), 8 Cowan 387. 2nd. Is such liability a debt due to the creditors, or a corporate asset? Most courts hold the liability to be a debt due the creditors. In *Colton* v. *Mayer* (1890), 90 Md. 711, the court *held,* that upon insolvency of a bank, the receiver thereof is not authorized to inforce this statutory liability, the same *not* being an asset. The creditors only can sue the stockholders. Also in *Bank of Poughkeepsie* v. *Ibbotson* (1840), 24 Wend. 473, the court held such liability a debt due creditors and not an asset. The court further stated that a creditor might elect to proceed at Law against one stockholder, or in Equity against all. 3rd. Is the obligation of a contract which is created by one statute impaired by a subsequent statute changing the remedy for its breach? The court said in *McCracken* v. *Hayward* (1844), 2 How. 608, "Any law, which in its operation amounts to a denial or obstruction of the rights accruing by a contract, though professing to act only on the remedy, is directly obnoxious to the prohibition of the Constitution." See *Seibert* v. *Lewis* (1887), 122 U. S. 284. In an earlier case, *Bronson* v. *Kinzie* (1843), 1 How. 311, CHIEF JUSTICE TANEY said: "The obligation of a contract, etc., may be seriously impaired, by burdening the proceedings with new conditions and restrictions, so as to make the remedy hardly worth pursuing."

CONSTITUTIONAL LAW — SALES — INTERSTATE COMMERCE.—The defendant was a salesman traveling in South Dakota, employed by a wholesale liquor house in Minnesota to take orders from persons (other than dealers in liquor) for liquor in lots of less than five gallons; he had no authority to receive pre-payment, and all orders were subject to the approval of his principal; it was, moreover, a condition of these orders that the liquor should be delivered f.o.b. cars at St. Paul and that the purchasers were to pay the freight. In a prosecution for the violation of a statute requiring payment of a $200 license fee by all persons "selling, or offering for sale," liquors at retail. *Held,* that defendant is liable for a violation of the statutes, and that the statute is not in contravention of the Federal Constitution. *State* v. *Delamater* (1905), — S. Dak. —, 104 N. W. Rep. 537.

In general no state has the right to tax interstate commerce. *Fargo* v. *Michigan,* 121 U. S. 230; *Wabash Ry. Co.* v. *Illinois,* 118 U. S. 557. A statute requiring solicitors taking orders for legitimate subjects of interstate commerce to pay an annual license fee is such taxation when applied in the case of a salesman for a dealer outside the state. *Stockard* v. *Morgan,* 185 U. S. 27; *Brennan* v. *Titusville,* 153 U. S. 289; *State* v. *Rankin,* 11 S. D. 144, 76 N. W. 299. Liquors are a legitimate subject of interstate commerce. *Leisy* v. *Hardin,* 135 U. S. 100, 34 L. Ed. 128; *In re Rahrer,* 140 U. S. 545, 35 L. Ed. 572. But under the Wilson Act (1890), 26 Stat. 313, c. 728, liquors are subject to state control "upon arrival within the state," which means upon arrival at destination and delivery to the consignee (*Rhodes* v. *Iowa,* 170 U. S. 412, 42 L. Ed. 1088; *Pabst Brewing Co.* v. *Crewshaw,* 198 U. S. 17) though a consignee may receive liquors for personal consumption without regard to state laws. *Vance* v. *Vandercook,* 170 U. S. 438, 42 L. Ed. 1100. It has often been held that sales of liquors under circumstances like those